

**FEDERAL SUPPLY SCHEDULE 70 – GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE, AND SERVICES**

**CHEMWARE, LLC
GSA CONTRACT NUMBER: GS35F0424W**

Contract period: May 3, 2010 – May 2, 2015

Contractor:

ChemWare, LLC
900 Ridgefield Drive, Suite 150
Raleigh, NC 27609

Administrative Contact:

Patrick McGinn
919.896.7773
pmcginn@chemware.com

Sales Contact:

Christopher Couch
919-896-7740
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1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN 132-33	Perpetual Software Licenses
	FSC Class 7030 – Information Technology Software
	FSC/PSC Class J070 Maintenance-Rep of ADP EQ & Supplies
SIN 132-50	Training Courses
	FPDS Code U012
SIN 132-51	Information Technology (IT) Professional Services
	FPDS Code D307 Automated Information Systems Design and Integration Services

	FPDS Code D308 Programming Services
	FPDS Code D311 IT Data Conversion Services
	FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

SIN 132-33 Perpetual Software Licenses			
Catalog Number	Quantity	GSA Price*	Product Description
HC-001-Tier 1	1	\$3,563	<p>HORIZON LIMS Central Tier 1 – Named User</p> <p>Web-based LIMS with core features including: security/admin controls, client/project setup, pre-login scheduler, sample login, worklists, scheduling, results entry, backlog tracking, forecasting, container shipment orders, automatic posting of uploaded instrument results, full results adjustment for all factors, maintaining instrument run sequences, batching with QC computations, online data review, user-definable calculations, real-time limits validation, invoicing, audit trail, automated reporting, chain of custody and electronic signatures. (Named user)</p>
HO-106	1	\$26,760	<p>HORIZON LIMS Report Manager (HRM)</p> <p>Named User Professional report writer package that provides a logic-driven, VB-like programmatic tool for rapid development and deployment of reports. HRM allows the LIMS administrator to create new reports and modify off-the-shelf management and end-user reports that allow data consumers to conveniently select, filter, sort and manage report content.</p>
HO-112	1	\$1,730	<p>HORIZON Field Data Capture – Named User</p> <p>Automated solution running on a portable field data collection device. Field collector can upload worklist prior to collection and post field results and observations without an internet connection. Upon synchronization at the lab, the application autologs all samples and results from the remote collection device. (5 user minimum)</p>
HO-120	1	\$1,020	<p>HORIZON OCR SimpleIndex Barcode Software</p> <p>HORIZON OCR-SimpleIndex is an advanced production OCR solution that allows end-users to convert external scanned documents into electronic data and to catalog HORIZON with key metadata to link to the scanned documents in PDF format.</p>
HO-PHL	1	\$85,640	<p>HORIZON LIMS for PHL</p> <p>Processor-based HORIZON license for unlimited users in public</p>

			health organizations.
OR-302	1	\$15,760	HORIZON LIMS Database-Oracle-Processor Application-Specific Full Use (ASFU) Oracle 11g Database, Processor-Based License, Standard Edition
OR-303	1	\$16,700	HORIZON Application Server-Oracle Forms Processor Oracle's Forms Services component (included with the Oracle Internet Application Server suite), running on an application server, to execute all the forms code. The User Interface for HORIZON v11x is delivered to the end-user through a web browser using Oracle Forms 11g and requires the Oracle Application Server to render the user Interface and deliver it to the client.
SIN 132-51 Information Technology Professional Services			
IM-401	1	\$202	Labor Category I – Senior Project Manager Senior project management resource responsible for consultation on automation and data management systems needs includes formalization of Requirements Analysis and Implementation Plan. (Hourly rate)
IM-402	1	\$150	Labor Category II – Project Manager Provides direction and system implementation assistance. Tasks include configuring test methods, setting up clients/profiles, QC batch rules, analyte lists and developing reports. (Hourly rate)
SIN 132-50 Training			
TR-501	1	\$3137	HORIZON LIMS System Administrator Training Training on general HORIZON operation and procedures for LIMS maintenance, configuration and optimization. (3 days at ChemWare)
TR-502	1	\$2713	HORIZON LIMS Advanced System Administrator Training Training on advanced HORIZON operation and procedures for LIMS maintenance, configuration and optimization. (3 days at ChemWare)
TR-506	1	\$5713	HORIZON LIMS Advanced Report Writer Training Advanced report writer training on the HORIZON Report Manager option, for system administrators and power users who want to create their own reports or customize those provided by ChemWare. (7 days – 4 days online and 3 days at ChemWare)
TR-507	1	\$167	HORIZON LIMS End-User Training Training for end-users during transition from final testing to production roll-out.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

Lowest priced model number and lowest unit price is show in table above. There is no price differential based on geographic location.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

Commercial Labor Category	Years of Experience	Functional Responsibility	Educational Requirements
Senior Project Manager or Team Lead	Laboratory and advanced project management experience, team management Communication expertise 10+ Years	Requirement Analysis High Level Project Oversight	Bachelors Degree in Chemistry or Related Field
Project Manager	Laboratory and daily project management experience Resource allocation, tracking and scheduling experience 10+ Years	Project Oversight Project Resource Management	Bachelors Degree in Chemistry or Related Field

2. Maximum order.

The maximum order value for the following Special Item Numbers (SINs) is \$500,000:

132-33 – Perpetual Software Licenses

132-51 – Information Technology Professional Services

The maximum order value for the following Special Item Numbers (SINs) is \$25,000:

132-50 – Training courses

3. Minimum order.

The minimum dollar value of orders to be issued is \$1,000.

4. Geographic coverage (delivery area).

Domestic and overseas delivery.

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as listed below:

ChemWare provides products and services throughout Europe and select countries in Southeast Asia. Contact ChemWare directly for specific exceptions that may apply.

5. Point(s) of production (city, county, and State or foreign country).

Raleigh, Wake County, North Carolina

6. Discount from list prices or statement of net price.

Refer to product pages.

7. Quantity discounts.

Refer to product pages.

8. Prompt payment terms.

Not applicable.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency will agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will not be shown on the invoice.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

11a. Time of delivery.

		EXPEDITED
SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)	DELIVERY TIME (Days ARO)
132-33	30 Days	7 Days
132-50	30 Days	7 Days
132-51	30 Days	7 Days

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

See chart above.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

Not applicable.

11d.Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

Not applicable.

12.F.O.B. point(s).

Not applicable.

13a.Ordering address(es).

ChemWare, LLC
900 Ridgefield Drive, Suite 150
Raleigh, NC 27609
919.855.8716
919.981.7436 (fax)
Email: sales@chemware.com
www.chemware.com

13b.Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s)

14.Payment address(es).

Dohmen Life Science Services
W127 N7564 Flint Drive
800 Woodland Prime, Suite 200
Menomonee Falls, WI 53051

15.Warranty provision.

a. **Standard Provisions.** The Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract:

The Contractor makes the following warranties to the ordering activity with respect to the Contractor-provided software ("SOFTWARE"), technical documentation ("DOCUMENTATION"), and underlying Oracle database and associated application server software ("DATABASE"), hereinafter collectively known as "MATERIALS":

(1) Warranty Services and Error Correction. For the first twelve (12) months (“Warranty Period”) after the SOFTWARE is physically installed at the ordering activity’s site, or first site if ordering activity has multiple sites (hereinafter “Installation Date”), if the SOFTWARE, as delivered and installed by the Contractor fails to perform in accordance with the functional specifications in the DOCUMENTATION (hereinafter “ERROR”), and provided that the Contractor is given written notice of the failure within this warranty period, the Contractor shall correct or bypass such ERROR, free of charge, to the extent the ERROR (i) materially affects the user’s ability to use the SOFTWARE in accordance with the DOCUMENTATION; and (ii) can be reproduced or recreated by the Contractor under similar conditions and in a commercially reasonable manner. The Contractor shall have no obligation to correct or bypass ERRORS under this warranty which result from: (iii) modification of the MATERIALS by a person other than the Contractor; (iv) ERRORS caused by defects, problems or failures of hardware, software or other components or systems not provided by the Contractor; or (v) introduction of ERRORS caused by the negligence of the ordering activity or of persons not affiliated with the Contractor or its subcontractors of any tier. These provisions shall also be extended by the Contractor to the ordering activity for each subsequent 12-month period (hereinafter “RENEWAL TERM”) during which the ordering activity pays Contractor to provide software maintenance services under the terms of this contract.

The ordering activity must satisfy the following requirements in order to obtain warranty services and error correction under this contract:

- (a) The ordering activity shall designate a project manager to represent the ordering activity in all matters within the scope of this contract relating to the conduct and approval of the work to be performed. The project manager may designate an assistant to act in his/her behalf for all matters related to this contract.
- (b) The project manager shall deliver to the Contractor for its use all non-confidential technical data in ordering activity's possession which the ordering activity may lawfully release, including but not limited to, schematic design documents, studies, reports, drawings, maps, and any other information required by the Contractor, all of which the Contractor may use and rely upon in performing services under this contract.
- (c) The project manager shall act as liaison in working with the cabinets, departments, divisions, units, or other sections of the ordering activity as deemed reasonably necessary.
- (d) The project manager shall cooperate with the Contractor in all matters pertaining to services to be rendered under this contract, so that the project may proceed without undue delay; the Contractor shall consult regularly with the project manager or his/her representative on all performance-related matters related to this contract.
- (e) Unless stipulated otherwise in the order, the ordering activity shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, operating systems and other hardware and software necessary to operate the MATERIALS in conformance with the DOCUMENTATION.
- (f) The ordering activity shall designate up to three (3) contact persons (“Technical Representatives”) for all software support and maintenance communication with the Contractor’s designated technical support and project management points-of-contact, and each Technical Representative shall only be designated as such following successful completion of all Contractor training on implementation and use of the MATERIALS.
- (g) Prior to contacting the Contractor for assistance, the Technical Representative shall use his or her own expertise and careful review of the DOCUMENTATION to attempt to resolve the questions or issues relating to the MATERIALS.
- (h) The Technical Representative shall provide ongoing and timely feedback to the Contractor in support of all troubleshooting and resolution activities relating to the MATERIALS. In some cases, this feedback may require the Technical Representative to supply a reproducible test case, database export, documentation (such as screen captures), or remote or on-site access to the ordering activity’s software and hardware.

b. **Infringement Warranty.** Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including United States patents registered as of the effective date of this contract, copyrights, registered trademarks, registered service marks, or trade secrets of a third party. If the MATERIALS, as delivered to the ordering activity, are alleged to infringe any upon any United States patents registered as of the effective date of this contract, copyrights, registered trademarks, or registered service marks, or to misappropriate any trade secrets of a third party (or if Contractor otherwise believes the software may infringe or misappropriate), Contractor will make commercially reasonable efforts to either modify the MATERIALS to be non-infringing (while substantially preserving the utility and functionality of the affected portion of the software) or obtain a license to continue use.

c. **Additional Contractor Warranty and Representations.** Other than the foregoing specific warranties, all MATERIALS and services provided under this contract are provided "AS IS" and Contractor makes no warranty, guaranty, condition, covenant or representation, express or implied. All other warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose, non-infringement, timeliness, currency, accuracy or other attributes, or from a course of dealing or usage, are specifically disclaimed. Without limiting the foregoing, Contractor makes no warranty or representation that the use or operation of the SOFTWARE or DOCUMENTATION will be uninterrupted or error-free. In addition, and except as expressly provided herein, Contractor expressly disclaims any warranty or representation to any entity other than the ordering activity with respect to the services and MATERIALS, or any part thereof, being provided by Contractor to the ordering activity under this contract. Notwithstanding any other provisions herein to the contrary, Contractor or applicable third party providers of intellectual property licensed through the MATERIALS shall retain all exclusive rights, interest and title to their respective firmware and software, including any modifications, copies, or derivatives thereof, regardless of the form or media in which the original or copies may exist. The ordering activity's use of the MATERIALS, including any firmware and software licensed through the MATERIALS, shall be governed exclusively by Contractor's and/or third party owner's applicable license terms.

16. Export packing charges, if applicable.

Not applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

Government purchase cards are accepted for purchases of up to \$10,000.

18. Terms and conditions of rental, maintenance, and repair (if applicable).

Following expiration of the Warranty Period, the annual period of maintenance (RENEWAL TERM) immediately commences, renewable by agreement of Contractor and ordering activity and payment by ordering activity of the annual Software Maintenance Fee.

19. Terms and conditions of installation (if applicable).

Installation is included in Professional Services (Special Item Number 132-51). The same terms and conditions apply.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

Not applicable.

20a. Terms and conditions for any other services (if applicable).

Not applicable.

21. List of service and distribution points (if applicable)

Not applicable.

22.List of participating dealers (if applicable).

Not applicable.

23.Preventive maintenance (if applicable).

Not applicable.

24a.Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Not applicable.

24b.If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25.Data Universal Number System (DUNS) number.

61 346 2084

26.Notification regarding registration in Central Contractor Registration (CCR) database.

Contractor is registered with SAM.

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

ChemWare makes the following warranties to the Government with respect to the Materials:

a. For the first sixty (60) days after the Installation Date, if the Software, as delivered (and, if applicable, installed) by ChemWare fails to perform in accordance with the functional specifications in the Documentation, and provided that ChemWare is given written notice of the failure within this warranty period, ChemWare will correct or bypass such error to the extent the error (i) materially affects the user's ability to use the Software in accordance with the Documentation; and (ii) can be reproduced or recreated by ChemWare under similar conditions and in a commercially reasonable manner. ChemWare shall have no obligation to correct or bypass errors under this warranty which result from: (iii) modification of the Materials by a person other than ChemWare; (iv) errors caused by defects, problems or failures of hardware, software or other components or systems not provided by ChemWare; or (v) introduction of errors caused by the negligence of the Government or other non-ChemWare personnel.

b. If the Materials, as delivered to the Government, are alleged to infringe any registered trademark, registered service mark, copyright or patent, or to misappropriate any trade secrets of a third party (or if ChemWare otherwise believes the Materials may infringe or misappropriate), ChemWare will make commercially reasonable efforts to either modify the Materials to be noninfringing (while substantially preserving the utility and functionality of the affected portion of the Materials) or consult with the Government about obtaining a license to continue use.

Other than the foregoing specific warranties, the Materials are provided "AS IS" and ChemWare makes no warranty, guaranty, condition, covenant or representation, express or implied. All other warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose, noninfringement, timeliness, currency, accuracy or other attributes, or from a course of dealing or usage, are specifically disclaimed. Without limiting the foregoing, ChemWare and its Licensors make no warranty or representation that the operation of the Software or the Database will be uninterrupted or the Materials will be error-free.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

a. **Standard Provisions.** The Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract:

The Contractor makes the following warranties to the ordering activity with respect to the Contractor-provided software ("SOFTWARE"), technical documentation ("DOCUMENTATION"), and underlying Oracle database and associated application server software ("DATABASE"), hereinafter collectively known as "MATERIALS":

(1) **Warranty Services and Error Correction.** For the first twelve (12) months ("Warranty Period") after the SOFTWARE is physically installed at the ordering activity's site, or first site if ordering activity has multiple sites (hereinafter "Installation Date"), if the SOFTWARE, as delivered and installed by the Contractor fails to perform in accordance with the functional specifications in the DOCUMENTATION (hereinafter "ERROR"), and provided that the Contractor is given written notice of the failure within this warranty period, the Contractor shall correct or bypass such ERROR, free of charge, to the extent the ERROR (i) materially affects the user's ability to use the SOFTWARE in accordance with the DOCUMENTATION; and (ii) can be reproduced or recreated by the Contractor under similar conditions and in a commercially reasonable manner. The Contractor shall have no obligation to correct or bypass ERRORS under this warranty which result from: (iii) modification of the MATERIALS by a person other than the Contractor; (iv) ERRORS caused by defects, problems or failures of hardware, software or other components or systems not provided by the Contractor; or (v) introduction of ERRORS caused by the negligence of the ordering activity or of persons not affiliated with the Contractor or its subcontractors of any tier. These provisions shall also be extended by the Contractor to the ordering activity for each subsequent 12-month period (hereinafter "RENEWAL TERM") during which the ordering activity pays Contractor to provide software maintenance services under the terms of this contract.

The ordering activity must satisfy the following requirements in order to obtain warranty services and error correction under this contract:

(a) The ordering activity shall designate a project manager to represent the ordering activity in all matters within the scope of this contract relating to the conduct and approval of the work to be

performed. The project manager may designate an assistant to act in his/her behalf for all matters related to this contract.

(b) The project manager shall deliver to the Contractor for its use all non-confidential technical data in ordering activity's possession which the ordering activity may lawfully release, including but not limited to, schematic design documents, studies, reports, drawings, maps, and any other information required by the Contractor, all of which the Contractor may use and rely upon in performing services under this contract.

(c) The project manager shall act as liaison in working with the cabinets, departments, divisions, units, or other sections of the ordering activity as deemed reasonably necessary.

(d) The project manager shall cooperate with the Contractor in all matters pertaining to services to be rendered under this contract, so that the project may proceed without undue delay; the Contractor shall consult regularly with the project manager or his/her representative on all performance-related matters related to this contract.

(e) Unless stipulated otherwise in the order, the ordering activity shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, operating systems and other hardware and software necessary to operate the MATERIALS in conformance with the DOCUMENTATION.

(f) The ordering activity shall designate up to three (3) contact persons ("Technical Representatives") for all software support and maintenance communication with the Contractor's designated technical support and project management points-of-contact, and each Technical Representative shall only be designated as such following successful completion of all Contractor training on implementation and use of the MATERIALS.

(g) Prior to contacting the Contractor for assistance, the Technical Representative shall use his or her own expertise and careful review of the DOCUMENTATION to attempt to resolve the questions or issues relating to the MATERIALS.

(h) The Technical Representative shall provide ongoing and timely feedback to the Contractor in support of all troubleshooting and resolution activities relating to the MATERIALS. In some cases, this feedback may require the Technical Representative to supply a reproducible test case, database export, documentation (such as screen captures), or remote or on-site access to the ordering activity's software and hardware.

b. **Infringement Warranty.** Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including United States patents registered as of the effective date of this contract, copyrights, registered trademarks, registered service marks, or trade secrets of a third party. If the MATERIALS, as delivered to the ordering activity, are alleged to infringe any upon any United States patents registered as of the effective date of this contract, copyrights, registered trademarks, or registered service marks, or to misappropriate any trade secrets of a third party (or if Contractor otherwise believes the software may infringe or misappropriate), Contractor will make commercially reasonable efforts to either modify the MATERIALS to be non-infringing (while substantially preserving the utility and functionality of the affected portion of the software) or obtain a license to continue use.

c. **Additional Contractor Warranty and Representations.** Other than the foregoing specific warranties, all MATERIALS and services provided under this contract are provided "AS IS" and Contractor makes no warranty, guaranty, condition, covenant or representation, express or implied. All other warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose, non-infringement, timeliness, currency, accuracy or other attributes, or from a course of dealing or usage, are specifically disclaimed. Without limiting the foregoing, Contractor makes no warranty or representation that the use or operation of the SOFTWARE or DOCUMENTATION will be uninterrupted or error-free. In addition, and except as expressly provided herein, Contractor expressly disclaims any warranty or representation to any entity other than the ordering activity with respect to the services and MATERIALS, or any part thereof, being provided by Contractor to the ordering activity under this contract. Notwithstanding any other provisions herein to the contrary, Contractor or applicable third party providers of intellectual property licensed through the MATERIALS shall retain all exclusive rights, interest and title to their respective firmware and software, including any modifications, copies, or derivatives thereof, regardless

of the form or media in which the original or copies may exist. The ordering activity's use of the MATERIALS, including any firmware and software licensed through the MATERIALS, shall be governed exclusively by Contractor's and/or third party owner's applicable license terms.

4. TECHNICAL SERVICES

a. **Help Desk Services.** The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 919-855-8716 (option 1) for the purpose of providing assistance and guidance in the use of the software.

(1) **Covered Services.** During the hours between 8:00 A.M. and 6:00 P.M. Eastern time, Monday through Friday, excluding standard Contractor holidays ("NORMAL WORKING HOURS") and throughout the warranty period and any subsequent RENEWAL TERM exercised by the parties under this contract:

(a) The Contractor shall provide to the Technical Representatives telephone and e-mail ("Help Desk") support related to (i) ERROR notification and resolution; (ii) questions on functional and operational issues related to the MATERIALS; (iii) configuration of the control tables and results computations; and (iv) installation of Software updates ("UPDATES").

(b) The Contractor shall adequately staff a Help Desk call support center with trained, full-time employees capable of rendering the Covered Services.

(c) The Contractor shall maintain a technical support request database for tracking the disposition of all technical support requests, software change requests, and related communications and diagnostic information.

(d) The Contractor shall be responsible for ERROR Correction, provided that (i) the Contractor is given written notice of the ERROR by the ordering activity during the warranty period or RENEWAL TERM; and (ii) the ERROR can be reproduced or recreated by the Contractor under similar conditions and in a commercially reasonable manner.

(e) If the ERROR affects the use of the MATERIALS in a production environment, the Contractor shall provide ERROR correction through a "service pack" or "patch," which may be downloaded from the Contractor's web site, and the Contractor shall include the ERROR correction in all subsequent UPDATES of the MATERIALS.

(2) **Other Services.** Any services not specified as Covered Services above shall be considered "Other Services."

(a) Other Services shall include, but not be limited to assistance in troubleshooting or correcting any USER ERROR, defined as an error resulting from (i) defects, problems, failures, or use with hardware, software or other components or systems not provided by Contractor; (ii) use with parsers, triggers, scripts, reports, or other code examples provided by Contractor on an unsupported basis for ordering activity's use AS IS; (iii) negligence of ordering activity or other non-Contractor personnel; or (iv) modification of the MATERIALS by ordering activity, including without limitation changes made by ordering activity to the control tables and computation routines in a manner inconsistent with the DOCUMENTATION or Contractor-provided training; (v) use of the MATERIALS in a manner that is not within ordinary use of the MATERIALS as described in the DOCUMENTATION; or (vi) use of the MATERIALS in a computing environment not certified or recommended by Contractor for use with the MATERIALS.

(b) Other Services shall also include, but not be limited to assistance with (i) database management performance tuning, backup, recovery, and related IT functions; (ii) services provided outside of NORMAL WORKING HOURS; (iii) assistance with installation of UPDATES if it is more practical, in Contractor’s sole opinion, to provide the service at the ordering activity’s site; (iv) training; (v) system configuration; (vi) custom programming; (vii) methods customization; (viii) data imports, conversion, or migration; (ix) control table enhancements; (x) custom interface development; (xi) report customization or development; (xii) consulting or project management services; or (xiii) network, operating system, hardware or other IT infrastructure components not included in the MATERIALS; or (xiv) any other services not specifically identified as Covered Services.

(c) Other Services may be provided by Contractor, subject to staff availability and pursuant to the ordering activity’s approval of any additional payments.

(d) If the ordering activity notifies Contractor of what is believed to be an ERROR, and after investigation by Contractor it is determined that the problem is the result of USER ERROR, Contractor reserves the right to bill ordering activity as an Other Service for all time and expenses accrued in making this determination.

(e) Unless specifically stipulated in the order placed by ordering activity and executed by Contractor, this contract does not include 24- hour/365 days “on-call” emergency support. Any services provided outside of NORMAL WORKING HOURS shall be considered “Emergency Support” and higher services rates apply.

(3) Prioritization and Response Times. Help Desk support shall be provided to the ordering activity for Covered Services according to the following prioritization and response time objectives:

Service Level	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5
	Production Systems		Bug Report/ Question	Test System/ Implementation	Unsupported Item
Acknowledgement	Immediate	Immediate	10 hours	10 hours	10 hours
Response	1 hour	4 hours	10 hours	2 days	Other Service ²
Temporary Fix	1 hour	2 days	Not Applicable	Not Applicable	Other Service ²
Software Update	Next Update or General Release	Next Update or General Release	Next Update or General Release	Not Applicable	Other Service ²
Description/ Examples	Down production system; Oracle crash; critical sample or data processing halted.	System usability compromised; low priority samples or data processing impacted; form failure or data processing error.	Issue not affecting data delivery; production or parallel testing questions; implementation halted during parallel testing; bug with reason-able workaround or non-critical feature with no workaround; custom work under warranty.	System configuration and control table setup; database information; general implementation questions; enhancement request.	Items not included under Covered Services, as defined in this contract, including but not limited to printer setup; networking and hardware issues; custom work not under warranty.

b. **Availability of Human Resources.** Ordering activity hereby acknowledges and agrees that it may be necessary for certain of its staff, vendors and/or consultants (“Key Contacts”) to interact with Contractor in order for Contractor to perform the Services. Therefore, within one (1) week following a request by Contractor that certain Key Contacts be made available on specified dates/times to participate in interactions with Contractor, and provided that ordering activity shall be under no obligation to make former employees or former consultants so available, ordering activity shall: (a) make such Key Contacts available to Contractor on the dates/times specified; or (b) provide qualified and suitable replacements for Key Contacts on the dates/times specified; or (c) provide Contractor with alternative dates/times that such Key Contacts will be available. Should ordering activity fail to meet its obligations with respect to this contract, Contractor shall have the right to cancel and reschedule the Services with no liability of any kind, and ordering activity shall be subject to a Cancellation Payment.

c. **Cancellation Payment.** Ordering activity shall be obligated to pay the full amount that would have been due upon completion of any scheduled Service, if ordering activity: (i) cancels with less than one week’s prior written notice, (ii) fails to show, or (iii) is otherwise unprepared to receive such Service. Ordering activity shall have no obligation to pay for a cancelled Service if written notice is provided to Contractor at least one week prior to the scheduled start date of the Service. Except for Contractor’s cancellation of a Service pursuant to the Availability of Human Resources terms above, ordering activity shall be under no obligation to pay Contractor should Contractor cancel a scheduled Service.

d. **Expenses.** Ordering activity shall reimburse Contractor for all reasonable out-of-pocket expenses incurred in connection with its provision of any Services pursuant to this Agreement, including without limitation, express mail, telephone, facsimile, reproductions, disposable supplies purchased exclusively for work for ordering activity, and travel (including airfare, rental cars, taxis, lodging, meals, parking and necessary incidentals). Such reimbursable expenses shall specifically include any expenses related to noncancellable travel and lodging, or cancellation charges that Contractor may reasonably incur notwithstanding ordering activity’s otherwise timely cancellation of the Services to which the travel and lodging relates. Expenses shall be billed in accordance with U.S. Government and FAR provisions as stipulated in this contract.

e. **Acceptance of Services and Deliverables.** For Other Services provided during the initial implementation of the MATERIALS at ordering activity’s site(s), the following task/deliverable testing and acceptance terms apply:

(1) **Installation Qualification Checklist.** When the software is physically installed at the ordering activity’s site, an Installation Qualification (IQ) Checklist will be used to demonstrate that all components have been properly installed and are functioning as expected. The Technical Representative and Contractor’s project manager will each sign off on the IQ to document acceptable completion of this task/deliverable.

(2) **Acceptance Test Plan.** The ordering activity and the Contractor shall participate in development of an Acceptance Test Plan Checklist (ATP) to define successful completion of each deliverable ordered under this contract. Each applicable deliverable is itemized in the ATP, with a summary of the acceptance criteria. As each deliverable is delivered and accepted, the Technical Representative will sign and date the respective signature block in the ATP. Any changes to the ATP will be made using the appropriate document management and change control procedures. Any issues requiring changes to the ATP shall be entered into the Contractor’s software support tracking system and assigned Technical Support Request (TSR) and/or Software Change Request (SCR) tracking numbers, as applicable. The ATP will be executed for each deliverable required prior to the Final Acceptance Testing.

(3) **Acceptance Test Issues and Resolution.** For each Contractor deliverable, testing and acceptance under the ATP shall commence on the work day following the day the deliverable was provided to the ordering activity and the ordering activity notified it is ready to undergo evaluation and acceptance testing. The ordering activity shall complete the ATP within ten (10) workdays of this notification date. Should the ordering activity not complete the ATP or not report any material defects in the deliverable within this timeframe, the deliverable shall be deemed accepted by the ordering activity. This timeframe may be adjusted due to extenuating circumstances and upon mutual written agreement by both parties. Should a material defect be identified and reported to Contractor, Contractor shall have ten (10) workdays to correct the defect and provide the ordering activity with the corrected deliverable. The ordering activity shall then have an additional ten (10) workdays to accept/reject the corrected deliverable and complete the ATP in the same manner as above. Following acceptance of the deliverable, the Warranty provisions of this contract shall be in effect. The Contractor shall also provide an Acceptance Test Issue Log and an Acceptance Test Issue Form to document any problems or issues experienced during the acceptance test, along with pertinent information about the subsequent investigation and resolution. These issues shall then be entered into Contractor's software support tracking system and assigned TSR/SCR tracking numbers, as applicable. When all issues are resolved to the satisfaction of the Technical Representative and Contractor project manager, both parties shall sign the Final Approval section of the ATP to document the resolution and acceptance of each deliverable. The ATP will be transmitted along with Contractor's invoices to document the ordering activity's approval for payment.

(4) **Phase I Final Acceptance Testing.** Phase I Final Acceptance Testing (FAT) shall be conducted over a thirty (30) to ninety (90) consecutive day period (to be mutually agreed upon) following acceptance of the final deliverable and prior to cutover, using test scripts and parallel testing documentation provided by Contractor. During this testing period, the MATERIALS and any additional Contractor-provided or Contractor-modified infrastructure components shall meet or exceed all functional specifications in the DOCUMENTATION and this contract, with no material defects in the MATERIALS or other deliverables. It is expected that adjustments will be necessary to various system configuration settings (e.g., minor modifications to calculations, reports, workflow, interfaces, etc.) as the system is fine-tuned prior to cutover. These types of adjustments and modifications are not considered material defects in the MATERIALS, but part of the expected iterative process of validating the system. Should the ordering activity not complete the FAT or not report any material defects in the MATERIALS or other deliverables within this timeframe, the FAT shall be deemed to have been satisfactorily completed. This timeframe may be adjusted due to extenuating circumstances and upon mutual written agreement by both parties. Should a material defect be identified and reported to Contractor, Contractor shall have thirty (30) days to correct the defect and provide the ordering activity with the corrected deliverable. The ordering activity shall complete the FAT testing within the thirty (30) to ninety (90) days, as mutually agreed, following delivery of all such corrected deliverables, and testing and acceptance shall resume in the same manner as above. Upon satisfactory completion of the FAT, all final payments shall be approved and released to Contractor.

(5) **System Acceptance.** System Acceptance shall be deemed to have taken place upon completion of the following: (1) satisfactory completion of Final Acceptance Testing; and; (2) delivery of all contract-required documentation and deliverables to the ordering activity. Within ten (10) working days from the date of System Acceptance, the ordering activity project manager shall provide Contractor with a written statement acknowledging System Acceptance. The Contractor shall correct any qualifying non-conformances identified and reported by the ordering activity thereafter in accordance with the Contractor's standard contract Warranty and Software Maintenance provisions, as applicable.

5. SOFTWARE MAINTENANCE

Not applicable.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

Not applicable.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not applicable.

8. TERM LICENSE CESSATION

Not applicable.

9. UTILIZATION LIMITATIONS - (SIN 132-33)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

Not applicable.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

Not applicable.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not applicable.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal

Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

Currently awarded pricing for SIN 132-51

SIN 132-51 Information Technology Professional Services			
IM-401	1	\$202	Labor Category I – Senior Project Manager Senior project management resource responsible for consultation on automation and data management systems needs includes formalization of Requirements Analysis and Implementation Plan. (Hourly rate)
IM-402	1	\$150	Labor Category II – Project Manager Provides direction and system implementation assistance. Tasks include configuring test methods, setting up clients/profiles, QC batch rules, analyte lists and developing reports. (Hourly rate)

Currently awarded pricing for SIN 132-33

SIN 132-33 Perpetual Software Licenses			
Catalog Number	Quantity	GSA Price*	Product Description
HC-001-Tier 1	1	\$3,563	HORIZON LIMS Central Tier 1 – Named User Web-based LIMS with core features including: security/admin controls, client/project setup, pre-login scheduler, sample login, worklists, scheduling, results entry, backlog tracking, forecasting, container shipment orders, automatic posting of uploaded instrument results, full results adjustment for all factors, maintaining instrument run sequences, batching with QC computations, online data review, user-definable calculations, real-time limits validation, invoicing, audit trail, automated reporting, chain of custody and electronic signatures. (Named user)
HO-106	1	\$26,760	HORIZON LIMS Report Manager (HRM) Named User Professional report writer package that provides a logic-driven, VB-like programmatic tool for rapid development and deployment of reports. HRM allows the LIMS administrator to create new reports and modify off-the-shelf management and end-user reports that allow data consumers to conveniently select, filter, sort and manage report content.
HO-112	1	\$1,730	HORIZON Field Data Capture – Named User Automated solution running on a portable field data collection device. Field collector can upload worklist prior to collection and post field results and observations without an internet connection. Upon synchronization at the lab, the application autologs all samples and

			results from the remote collection device. (5 user minimum)
HO-120	1	\$1,020	<p>HORIZON OCR SimpleIndex Barcode Software</p> <p>HORIZON OCR-SimpleIndex is an advanced production OCR solution that allows end-users to convert external scanned documents into electronic data and to catalog HORIZON with key metadata to link to the scanned documents in PDF format.</p>
HO-PHL	1	\$85,640	<p>HORIZON LIMS for PHL</p> <p>Processor-based HORIZON license for unlimited users in public health organizations.</p>
OR-302	1	\$15,760	<p>HORIZON LIMS Database-Oracle-Processor Application-Specific Full Use (ASFU)</p> <p>Oracle 11g Database, Processor-Based License, Standard Edition</p>
OR-303	1	\$16,700	<p>HORIZON Application Server-Oracle Forms Processor</p> <p>Oracle's Forms Services component (included with the Oracle Internet Application Server suite), running on an application server, to execute all the forms code. The User Interface for HORIZON v11x is delivered to the end-user through a web browser using Oracle Forms 11g and requires the Oracle Application Server to render the user Interface and deliver it to the client.</p>

Currently awarded pricing for SIN 132-50

SIN 132-50 Training			
TR-501	1	\$3137	<p>HORIZON LIMS System Administrator Training</p> <p>Training on general HORIZON operation and procedures for LIMS maintenance, configuration and optimization. (3 days at ChemWare)</p>
TR-502	1	\$2713	<p>HORIZON LIMS Advanced System Administrator Training</p> <p>Training on advanced HORIZON operation and procedures for LIMS maintenance, configuration and optimization. (3 days at ChemWare)</p>
TR-506	1	\$5713	<p>HORIZON LIMS Advanced Report Writer Training</p> <p>Advanced report writer training on the HORIZON Report Manager option, for system administrators and power users who want to create their own reports or customize those provided by ChemWare. (7 days – 4 days online and 3 days at ChemWare)</p>
TR-507	1	\$167	<p>HORIZON LIMS End-User Training</p> <p>Training for end-users during transition from final testing to production roll-out.</p>